APPENDIX A

15 USCA:

§ 1. TRUSTS, ETC., IN RESTRAINT OF TRADE ILLEGAL; EXCEPTION OF RESALE PRICE AGREEMENTS; PENALTY

Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal: *Provided*, That nothing contained in sections 1-7 of this title shall render illegal, contracts or agreements prescribing minimum prices for the resale of a commodity which bears, or the label or container of which bears, the trademark, brand, or name of the producer or distributor of such commodity and which is in free and open competition with commodities of the same general class produced or distributed by others, when contracts or agreements of that description are lawful as applied to intrastate transactions, under any statute, law, or public policy now or hereafter in effect in any State, Territory, or the District of Columbia in which such resale is to be made, or to which the commodity is to be transported for such resale, and the making of such contracts or agreements shall not be an unfair method of competition under section 45 of this title: *Provided further*, That the preceding proviso shall not make lawful any contract or agreement, providing for the establishment or maintenance of minimum resale prices on any commodity herein involved, between manufacturers, or between producers, or between wholesalers, or between brokers, or between factors, or between retailers, or between persons, firms, or corporations in competition with each other. Every person who shall make any contract or engage in any combination or conspiracy declared by sections 1-7 of this title to be illegal shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding fifty thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court. July 2, 1890, c. 647, § 1, 26 Stat. 209; Aug. 17, 1937,

c. 690, Title VIII, 50 Stat. 693; July 7, 1955, c. 281, 69 Stat. 282.

§ 2. Monopolizing Trade a Misdemeanor; Penalty

Every person who shall monopolize, or attempt to monopwise, or conspiracy, in restraint of trade or commerce in persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding fifty thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court. July 2, 1890, c. 647, § 2, 26 Stat. 209; July 7, 1955, c. 281, 69 Stat. 282.

§ 3. Trust in Territories or District of Columbia Illegal; Combination a Misdemeanor

Every contract, combination in form of trust or otherwise, or conspiracy, in restraint of trade or commerce in any Territory of the United States or of the District of Columbia, or in a restraint of trade or commerce between any such Territory and another, or between any such Territory or Territories and any State or States or the District of Columbia, or with foreign nations, or between the District of Columbia and any State or State or foreign nations, is declared illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding fifty thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court. July 2, 1890, c. 647, § 3, 26 Stat. 209; July 7, 1955, c. 281, 69 Stat. 282.

§ 15. Suits By Persons Injured; Amount of Recovery

Any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor in any district court of the United States

in the district in which the defendant resides or is found or has an agent, without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee. Oct. 15, 1914, c. 323, § 4, 38 Stat. 731.

§ 17. ANTITRUST LAWS NOT APPLICABLE TO LABOR ORGANIZATIONS

The labor of a human being is not a commodity or article of commerce. Nothing contained in the antitrust laws shall be construed to forbid the existence and operation of labor, agricultural, or horticultural organizations, instituted for the purposes of mutual help, and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof; nor shall such organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the antitrust laws. Oct. 15, 1914, c. 323, § 6, 38 Stat. 731.

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29 USCA Sec. 52 (Sec. 20 of the Clayton Act):

§ 52: STATUTORY RESTRICTION OF INJUNCTIVE RELIEF

No restraining order or injunction shall be granted by any court of the United States, or a judge or the judges thereof, in any case between an employer and employees, or between employers and employees, or between employees, or between persons employed and persons seeking employment, involving, or growing out of, a dispute concerning terms or conditions of employment, unless necessary to prevent irreparable injury to property, or to a property right, of the party making the application, for which injury there is no adequate remedy at law, and such property or property right must be described with particularity in the application, which must be in writing and sworn to by the applicant or by his agent or attorney.

And no such restraining order or injunction shall prohibit any person or persons, whether singly or in concert, from terminating any relation of employment, or from ceasing to perform any work or labor, or from recommending, advising, or persuading others by peaceful means so to do; or from attending at any place where any such person or persons may lawfully be, for the purpose of peacefully obtaining or communicating information, or from peacefully persuading any person to work or to abstain from working; or from ceasing to patronize or to employ any party to such dispute, or from recommending, advising, or persuading others by peaceful and lawful means so to do; or from paying or giving to, or withholding from, any person engaged in such dispute, any strike benefits or other moneys or things of value; or from peaceably assembling in a lawful manner, and for lawful purposes; or from doing any act or thing which might lawfully be done in the absence of such dispute by any party thereto; nor shall any of the acts specified in this paragraph be considered or held to be violations of any law of the United States. Oct. 15, 1914, c. 323, § 20, 38 Stat. 738.

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29 USCA Sec. 102 (Sec. 2 of the Norris-LaGuardia Act):

§ 102: PUBLIC POLICY IN LABOR MATTERS DECLARED

In the interpretation of this chapter and in determining the jurisdiction and authority of the courts of the United States, as such jurisdiction and authority are defined and limited in this chapter, the public policy of the United States is declared as follows:

Whereas under prevailing economic conditions, developed with the aid of governmental authority for owners of property to organize in the corporate and other forms of ownership association, the individual unorganized worker is commonly helpless to exercise actual liberty of contract and to protect his freedom of labor, and thereby to obtain

acceptable terms and conditions of employment, wherefore, though he should be free to decline to associate with his fellows, it is necessary that he have full freedom of association, self-organization, and designation of representatives of his own choosing, to negotiate the terms and conditions of his employment, and that he shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; therefore, the following definitions of and limitations upon the jurisdiction and authority of the courts of the United States are enacted. Mar. 23, 1932, c. 90, § 2, 47 Stat. 70.

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29 USCA Sec. 104 (Sec. 4 of the Norris-LaGuardia Act):

§ 104: Enumeration of Specific Acts Not Subject to Restraining Orders or Injunctions

No court of the United States shall have jurisdiction to issue any restraining order or temporary or permanent injunction in any case involving or growing out of any labor dispute to prohibit any person or persons participating or interested in such dispute (as these terms are herein defined) from doing, whether singly or in concert, any of the following acts:

(a) Ceasing or refusing to perform any work or to remain in any relation of employment;

(b) Becoming or remaining a member of any labor organization or of any employer organization, regardless of any such undertaking or promise as is described in section 103 of this title;

(c) Paying or giving to, or withholding from, any person participating or interested in such labor dispute, any strike or unemployment benefits or insurance, or other moneys or things of value;

(d) By all lawful means aiding any person participating or interested in any labor dispute who is being proceeded against in, or is prosecuting, any action or suit in any court of the United States or of any State;

(e) Giving publicity to the existence of, or the facts involved in, any labor dispute, whether by advertising, speaking, patrolling, or by any other method not involving fraud or violence;

(f) Assembling peaceably to act or to organize to act in promotion of their interests in a labor dispute;

(g) Advising or notifying any person of an intention to do any of the acts heretofore specfiied;

(h) Agreeing with other persons to do or not to do any of the acts heretofore specified; and

(i) Advising, urging, or otherwise causing or inducing without fraud or violence the acts heretofore specified, regardless of any such undertaking or promise as is described in section 103 of this title. Mar. 23, 1932, c. 90, § 4, 47 Stat. 70.

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29 USCA Sec. 106 (Sec. 6 of the Norris-LaGuardia Act):

§ 106: RESPONSIBILITY OF OFFICERS AND MEMBERS OF ASSOCIATIONS OR THEIR ORGANIZATIONS FOR UNLAWFUL ACTS OF INDIVIDUAL OFFICERS, MEMBERS, AND AGENTS

No officer or member of any association or organization, and no association or organization participating or interested in a labor dispute, shall be held responsible or liable in any court of the United States for the unlawful acts of individual officers, members, or agents, except upon clear proof of actual participation in, or actual authorization of, such acts, or of ratification of such acts after actual knowledge thereof. Mar. 23, 1932, c. 90, § 6, 47 Stat. 71.

Labor Management Relations Act, 1947 (29 USCA):

§ 141: SHORT TITLE; CONGRESSIONAL DECLARATION OF PURPOSE AND POLICY

(a) This chapter may be cited as the "Labor Management Relations Act, 1947".

(b) Industrial strife which interferes with the normal flow of commerce and with the full production of articles and commodities for commerce, can be avoided or substantially minimized if employers, employees, and labor organizations each recognize under law one another's legitimate rights in their relations with each other, and above all recognize under law that neither party has any right in its relations with any other to engage in acts or practices which jeopardize the public health, safety, or interest.

It is the purpose and policy of this chapter, in order to promote the full flow of commerce, to prescribe the legitimate rights of both employees and employers in their relations affecting commerce, to provide orderly and peaceful procedures for preventing the interference by either with the legitimate rights of the other, to protect the rights of individual employees in their relations with labor organizations whose activities affect commerce, to define and proscribe practices on the part of labor and management which affect commerce and are inimical to the general welfare, and to protect the rights of the public in connection with labor disputes affecting commerce. June 23, 1947, 3:17 p.m., E.D.T., c. 120, § 1, 61 Stat. 136.

§ 151: FINDINGS AND DECLARATION OF POLICY

The denial by some employers of the right of employees to organize and the refusal by some employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce by (a) impairing the efficiency, safety, or opera-

tion of the instrumentalities of commerce; (b) occurring in the current of commerce; (c) materially affecting, restraining, or controlling the flow of raw materials or manufactured or processed goods from or into the channels of commerce, or the prices of such materials or goods in commerce; or (d) causing diminution of employment and wages in such volume as substantially to impair or disrupt the market for goods flowing from or into the channels of commerce.

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

Experience has further demonstrated that certain practices by some labor organizations, their officers, and members have the intent or the necessary effect of burdening or obstructing commerce by preventing the free flow of goods in such commerce through strikes and other forms of industrial unrest or through concerted activities which impair the interest of the public in the free flow of such

commerce. The elimination of such practices is a necessary condition to the assurance of the rights herein guaranteed.

It is declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection. July 5, 1935, c. 372, § 1, 49 Stat. 449; June 23, 1947, 3:17 p.m., E.D.T., c. 120, Title I, § 101, 61 Stat. 136.

§ 157. Right of Employees as to Organization, Collective Bargaining, Etc.

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 158(a)(3) of this title. July 5, 1935, c. 372, § 7, 49 Stat. 452; June 23, 1947, 3:17 p.m., E.D.T., c. 120, Title I, § 101, 61 Stat. 140.

§ 158. Unfair Labor Practices

(a) It shall be an unfair labor practice for an employer—

(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 157 of this title;

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided,* That subject to rules and regulations made and published by the Board pursuant to section 156 of this title, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided,* That nothing in this subchapter, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in this subsection as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in section 159(a) of this title, in the appropriate collective-bargaining unit covered by such agreement when made and has at the time the agreement was made or within the preceding twelve months received from the Board a notice of compliance with section 159 (f), (g), (h) of this title, and (ii) unless following an election held as provided in section 159 (e) of this title within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement: *Provided further,* That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (B) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of

the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

* * * * *

(5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 159(a) of this title.

(b) It shall be an unfair labor practice for a labor organization or its agents—

(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 157 of this title: *Provided,* That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;

(2) to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a) (3) of this section or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

(3) to refuse to bargain collectively with an employer, provided it is the representative of his employees subject to the provisions of section 159(a) of this title;

* * * * *

July 5, 1935, c. 372, § 8, 49 Stat. 452; June 23, 1947, 3:17 p.m., E.D.T., c. 120, Title I, § 101, 61 Stat. 140; Oct. 22, 1951, c. 534, § 1(b), 65 Stat. 601.

(4) (i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manu-

facture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—

(A) forcing or requiring any employer or self-employed person to join any labor or employer organization or to enter into any agreement which is prohibited by subsection (e) of this section;

(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 159 of this title: *Provided*, That nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;

(C) forcing or requiring any employer to recognize or bargain with a particular labor organization as the representative of his employees if another labor organization has been certified as the representative of such employees under the provisions of section 159 of this title;

(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work:

* * * * *

(e) It shall be an unfair labor practice for any labor organization and any employer to enter into any contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling, transporting or otherwise dealing in any of the products of any other employer, or to cease doing business with any other person, and any contract or agreement entered into heretofore or hereafter containing such an agreement shall be to such extent unenforcible and void: *Provided,* That nothing in this subsection shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work: *Provided further,* That for the purposes of this subsection and subsection (b) (4) (B) of this section the terms "any employer", "any person engaged in commerce or an industry affecting commerce", and "any person" when used in relation to the terms "any other producer, processor, or manufacturer", "any other employer", or "any other person" shall not include persons in the relation of a jobber, manufacturer, contractor, or subcontractor working on the goods or premises of the jobber or manufacturer or performing parts of an integrated process of production in the apparel and clothing industry: *Provided further,* That nothing in this subchapter shall prohibit the enforcement of any agreement which is within the foregoing exception. As amended September 14, 1959; Pub. L. 86-257, Sec. 704(b).

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§ 185. Suits by and Against Labor Organizations—Venue, Amount, and Citizenship

(a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in

any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties.

* * * * *

(b) . . . Any such labor organization may sue or be sued as an entity and in behalf of the employees whom it represents in the courts of the United States. . . . June 23, 1947, 3:17 p.m., E.D.T., c. 120, Title III, § 301, 61 Stat. 156.

* * * * *

§ 187. Boycotts and Other Unlawful Combinations; Right to Sue; Jurisdiction; Limitations; Damages

(a) It shall be unlawful, for the purpose of this section only, in an industry or activity affecting commerce, for any labor organization to engage in any activity or conduct defined as an unfair labor practice in section 158(b) (4) of this title. As amended Sept. 14, 1959, Pub. L. 86-257, Title VII, § 704(c), 73 Stat. 545.

(b) Whoever shall be injured in his business or property by reason or[1] any violation of subsection (a) of this section may sue therefor in any district court of the United States subject to the limitations and provisions of section 185 of this title without respect to the amount in controversy, or in any other court having jurisdiction of the parties, and shall recover the damages by him sustained and the cost of the suit. June 23, 1947, 3:17 p.m., E.D.T., c. 120, Title III, § 303, 61 Stat. 158.

29 USCA (Fair Labor Standards Act of 1938):

§ 201. Short Title

This chapter may be cited as the "Fair Labor Standards Act of 1938". June 25, 1938, c. 676, § 1, 52 Stat. 1060.

* * * * *

[1] So in original. Probably should read "of."

§ 202. Congressional Finding and Declaration of Policy

(a) The Congress finds that the existence, in industries engaged in commerce or in the production of goods for commerce, of labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers (1) causes commerce and the channels and instrumentalities of commerce to be used to spread and perpetuate such labor conditions among the workers of the several States; (2) burdens commerce and the free flow of goods in commerce; (3) constitutes an unfair method of competition in commerce; (4) leads to labor disputes burdening and obstructing commerce and the free flow of goods in commerce; and (5) interferes with the orderly and fair marketing of goods in commerce.

(b) It is declared to be the policy of this chapter, through the exercise by Congress of its power to regulate commerce among the several States and with foreign nations, to correct and as rapidly as practicable to eliminate the conditions above referred to in such industries without substantially curtailing employment or earning power. June 25, 1938, c. 676, § 2, 52 Stat. 1060; Oct. 26, 1949, c. 736, § 2, 63 Stat. 910.

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41 USCA (Walsh-Healey Act):

§ 35. Contracts for Materials, Etc., Exceeding $10,000; Representations and Stipulations

In any contract made and entered into by any executive department, independent establishment, or other agency or instrumentality of the United States, or by the District of Columbia, or by any corporation all the stock of which is beneficially owned by the United States (all the foregoing being hereinafter designated as agencies of the United States), for the manufacture or furnishing of materials, supplies, articles, and equipment in any amount exceeding

$10,000, there shall be included the following representations and stipulations:

* * * * *

(b) That all persons employed by the contractor in the manufacture or furnishing of the materials, supplies, articles, or equipment used in the performance of the contract will be paid, without subsequent deduction or rebate on any account, not less than the minimum wages as determined by the Secretary of Labor to be the prevailing minimum wages for persons employed on similar work or in the particular or similar industries or groups of industries currently operating in the locality in which the materials, supplies, articles, or equipment are to be manufactured or furnished under said contract;

* * * * *

(e) That no part of such contract will be performed nor will any of the materials, supplies, articles, or equipment to be manufactured or furnished under said contract be manufactured or fabricated in any plants, factories, buildings, or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of said contract. Compliance with the safety, sanitary, and factory inspection laws of the State in which the work or part thereof is to be performed shall be prima-facie evidence of compliance with this subsection. June 30, 1936, c. 881, § 1, 49 Stat. 2036; May 13, 1942, c. 306, 56 Stat. 277.

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§ 38. Same; Administration; Officers and Employees; Appointment; Investagations; Rules and Regulations

The Secretary of Labor is authorized and directed to administer the provisions of sections 35-45 of this title and to utilize such Federal officers and employees and with the consent of the State, such State and local officers and employees as he may find necessary to assist in the administration of said sections and to prescribe rules and regu-

lations with respect thereto. The Secretary shall appoint, without regard to the provisions of the civil-service laws but subject to the Classification Act of 1949, an administrative officer, and such attorneys and experts, and shall appoint such other employees with regard to existing laws applicable to the employment and compensation of officers and employees of the United States, as he may from time to time find necessary for the administration of sections 35-45 of this title. The Secretary of Labor or his authorized representatives shall have power to make investigations and findings as provided in sections 35-45 of this title, and prosecute any inquiry necessary to his functions in any part of the United States. The Secretary of Labor shall have authority from time to time to make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of sections 35-45 of this title. June 30, 1936, c. 881, § 4, 49 Stat. 2038; Oct. 28, 1949, c. 782, Title XI, § 1106 (a), 63 Stat. 972.

* * * * *

§ 39. Same; Hearings by Secretary of Labor; Witness Fees; Failure to Obey Order; Punishment

Upon his own motion or on application of any person affected by any ruling of any agency of the United States in relation to any proposal or contract involving any of the provisions of sections 35-45 of this title, and on complaint of a breach or violation of any representation or stipulation as provided in said sections, the Secretary of Labor, or an impartial representative designated by him, shall have the power to hold hearings and to issue orders requiring the attendance and testimony of witnesses and the production of evidence under oath. Witnesses shall be paid the same fees and mileage that are paid witnesses in the courts of the United States. In case of contumacy, failure, or refusal of any person to obey such an order, any District Court of the United States or of any Territory or possession, or the United States District Court for the

District of Columbia, within the jurisdiction of which the inquiry is carried on, or within the jurisdiction of which said person who is guilty of contumacy, failure, or refusal is found, or resides or transacts business, upon the application by the Secretary of Labor or representative designated by him, shall have jurisdiction to issue to such person an order requiring such person to appear before him or representative designated by him, to produce evidence if, as, and when so ordered, and to give testimony relating to the matter under investigation or in question; and any failure to obey such order of the court may be punished by said court as a contempt thereof; and shall make findings of fact after notice and hearing, which findings shall be conclusive upon all agencies of the United States, and if supported by the preponderance of the evidence, shall be conclusive in any court of the United States; and the Secretary of Labor or authorized representative shall have the power, and is authorized, to make such decisions, based upon findings of fact, as are deemed to be necessary to enforce the provisions of sections 35-45 of this title. June 30, 1936, c. 881, § 5, 49 Stat. 2038; June 25, 1948, c. 646, § 32(b), 62 Stat. 991; May 24, 1949, c. 139, § 127, 63 Stat. 107.

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§ 45. Same; Effective Date; Exception as to Representations with Respect to Minimum Wages

Sections 35-45 of this title shall apply to all contracts entered into pursuant to invitations for bids issued on or after ninety days from June 30, 1936: *Provided, however,* That the provisions requiring the inclusion of representations with respect to minimum wages shall apply only to purchases or contracts relating to such industries as have been the subject matter of a determination by the Secretary of Labor. June 30, 1936, c. 881, § 12, 49 Stat. 2039, renumbered June 30, 1952, 9:36 a.m., E. D. T. c. 530, Title III, § 301, 66 Stat. 308.

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APPENDIX B

EXCERPTS FROM

BNA, COLLECTIVE BARGAINING—NEGOTIATIONS AND CONTRACTS

Industry Patterns & Wage Data

18:2

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1950

In 1950, the fourth round of pension and social insurance benefits, with relatively few general wage increases, continued through the first few months of the year. General Motors and UAW renewed their wage formula of 2 years' standing for another 5 years. But there were few imitators until in August a surprise "voluntary" wage boost of 10 cents at Chrysler dramatized the new situation attending the Korean involvement and set off the "Fifth Round." This fifth, "voluntary" round moved much faster than previous rounds and emphasized straight wage boosts—often in the neighborhood of 10 percent —rather than fringes. This was largely the result of two factors: (1) Many of the later settlements involved parties who had already signed pension and insurance agreements earlier in the year or in 1949. (2) A large number of settlements were outside the contract terms—frequently, they were made with the knowledge that wage controls were just around the corner. Accordingly, welfare benefits were not under consideration.

18:3

The GM-wage formula—almost completely ignored in 1948—was now adopted by many companies. Most widely used in the auto and electrical industries, the essential elements of this formula—escalator clauses and annual increases—appeared also

in chemicals, textiles and nonelectrical machinery. In some cases, contracts linked wage reopenings only generally—rather than automatically—to the cost of living. But an increasing number of settlements were of the second type.

1951

The rash of pre-control, "voluntary" settlements continued into the first three weeks of the year, then was cut short by the wage freeze late in January. When the Wage Stabilization Board, in February, came up with its formula allowing increases of 10 percent over January 1950 rates, many negotiators were quick to settle on these terms. Of course, such settlements could take place only to the extent that this allowance had not already been used up in the fifth-round settlements of late 1950. The issuance of WSB's cost-of-living policy later afforded a little more leeway for wage boosts. But negotiators in many major industries did not stop at wage increases within the Board's limits for automatic approval. They went further and settled on their own terms. In most cases, WSB found a way to approve these agreements—sometimes on the basis of a "base period abnormality" as in textiles, meat packing and shipbuilding, sometimes in order to correct wage inequities as in nonferrous metals. In a couple of instances, notably textiles and maritime, the Board trimmed down the negotiated increase to some extent.

Provisions for automatic wage adjustments based on the cost of living were cleared for operation by WSB. In addition, the Board permitted automatic annual "productivity" raises which had been agreed to before the freeze—or were based on a tandem relationship—to be put into effect. So, on one or both of these bases, workers in the auto, electrical equipment, farm machinery, railroad and other industries were allowed increases above those normally within the Board's limits.

Actually, there was no clear-cut pattern of wage increases during 1951 for industry as a whole. To the extent that there was a pattern, it might be described as an extension of the 10-percent fifth round to include 10 percent plus cost-of-living increases, but there were many exceptions.

Industry-wide patterns, however, took on an increasing importance throughout the year, in part because of WSB's policy of approving wage settlements on a tandem relationship basis. In the electrical equipment industry, for instance, both the 1951

settlements were approved because of tandem relationships. The first increase was okayed for companies which could show a tandem relationship to General Electric, the second for those which could show a relationship to General Motors' electrical divisions. This tended to fortify the post-war practice of most companies in an industry to wait for the leader to settle and get the settlement approved by the Board; then, by showing that they had followed the same wage practices in the past, they could put the same wage adjustment into effect.

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18:14d

Wage Chronology: Automobiles

The table below lists all wage changes and major fringe items negotiated by General Motors and UAW since the end of World War II.

Date	Wage Increase	Fringe Items
*	* * * *	* * * *
3/51	5 cents under escalator	
5/51	4 cents annual improvement factor	
6/51	3 cents under escalator	
9/51	1 cent under escalator	
12/51	1 cent under escalator	
3/52	3 cents under escalator	
5/52	4 cents annual improvement factor	
6/52	—1 cent decrease under escalator	
9/52	3 cents under escalator	
11/52	—1 cent decrease under escalator	
4/53	—1 cent decrease under escalator	
9/53	5 cents annual improvement factor; 10 cents for skilled workers; 19 cents of 24-cent cost-of-living increase frozen into base rates for all workers	Maximum monthly pension benefits raised to $137.50 after 30 years.
9/53	1 cent under escalator	
12/53	2 cents under escalator	
3/54	—1 cent decrease under escalator	
5/54	5 cents annual improvement factor	
6/54	—1 cent decrease under escalator	

18:14e

Wage Chronology: Automobiles—Contd.

Date	Wage Increase	Fringe Items
9/54	1 cent under escalator	
12/54	—1 cent decrease under escalator	
6/55	2½ percent (6 cent minimum) annual improvement factor; 8 cents for skilled employees; revised escalator clause providing 1 cent adjustment for each 0.5 point change in Index	Supplemental Unemployment Benefit Plan; pension benefits raised to $2.25 per month per year of service; vesting rights; revised insurance; two additional ½ holidays; 2½ weeks vacation for 10 to 15 years' service.
9/55	1 cent under escalator	
3/56	—1 cent decrease under escalator	
5/56	2½ percent (6¢ min.) annual improvement factor	
6/56	1 cent under escalator	
9/56	4 cents under escalator	
12/56	2 cents under escalator	
3/57	1 cent under escalator	
5/57	2½ percent (6¢ min.) annual improvement factor	
6/57	2 cents under escalator	
9/57	3 cents under escalator	
3/58	3 cents under escalator	
10/58	2½ percent (6¢ min., 7¢ avg.) annual improvement factor retroactive to 7/1/58; 8¢ for skilled employees; addit. 2¢ retroactive to 7/1/58 and addit. 1¢ effective 9/1/58 under escalator clause.	Revised SUB, pensions, disability benefits, life insurance, sick benefits, and contributory surgical insurance; ½¢ per hour average to enequity fund.
6/59	2½ percent (6¢ min., 7¢ avg.) annual improvement factor	
9/59	2 cents under escalator	
12/59	1 cent under escalator	
6/60	2 cents under escalator	
9/60	2½ percent (6¢ min., 7¢ avg.) annual improvement factor	
12/60	2 cents under escalator	

18:16

1951

In one of the most peaceful settlements ever reached in the coal industry, the Mine Workers signed a "voluntary" agreement late in January 1951, providing a fifth-round increase in wages of $1.60 per day. In issuing General Regulation No. 2, WSB assured the miners that their increase would become effective on the agreed date—February 1.

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18:16a-16b

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Wage Chronology: Coal Mining

The table below lists all wage changes and major fringe items negotiated by the Bituminous Coal Operators and United Mine Workers since the end of World War II.

Date	Wage Increases	Fringe Items
5/46	$1.85 per day (about 18½ cents per hour)	Welfare & retirement fund financed by employer payments of 5 cents per ton of coal; revised overtime & vacation pay
7/47	$1.20 per day (total increase estimated at 44⅝¢ per hour, taking into account reduction in work-day)	Workday reduced one hour; additional 5 cents employer payment for welfare fund (total of 10 cents per ton)
7/48	$1.00 per day	Additional 10 cents royalty (total of 20 cents per ton)
3/50	70 cents per day	Additional 10 cents royalty (total of 30 cents per ton.)
2/51	$1.60 per day (20 cents per hour)	
9/52	$1.90 per day	Additional 10 cents royalty (total of 40 cents per ton)
9/55	$1.20 per day	Additional 2 days vacation (12 days total) and addit. $40 vacation pay ($140 total)
4/56	80¢ per day deferred increase	
10/56	$1.20 per day	Double time for work on Sunday & holidays; additional $40 in vacation pay ($180 total); $40 in Christmas holiday pay
4/57	80¢ per day deferred increase	
1/59	$1.20 per day	Additional $20 in vacation pay ($200 total)
4/59	80¢ per day deferred increase	

18:32

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1950

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The fifth-round of increases started in October with all the major firms granting "voluntary" increases of 10 cents an hour by the end of the year. Exceptions to the 10-cent limit were CIO's Electrical Workers at Phelps-Dodge, who got 15 cents, and AFL's Aluminum Workers and CIO's Steelworkers with a 10-percent increase at Alcoa—average increase was about 14

cents. (Aluminum Workers at Reynolds Metals received the same amount—10 percent.) Included in the Alcoa agreement was an additional 2 cents for Southern plants plus six paid holidays.

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18:34f-g

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Wage Chronology: Nonferrous Smelting & Refining

The table below lists all wage changes and major fringe items negotiated by Kennecott Copper Company and Mine, Mill & Smelter Workers since the end of World War II.

Date	Wage Increase	Fringe Items
*	* * * *	* * * *
7/51	15 cents (8 cents across the board plus 7 cents in rate reclassifications)	Pension plan to cost 4½ cents an hour
1/52	33 cents per *day*	
12/52	7½¢ per hr.	3 wks. vac. after 15 yrs.
8/1/53	8.5¢ per hr. for Utah plant; 9.2¢ to 9.89¢ per hr. for Ariz., N.M. & Nev. plants	Addit. 4.2¢ per hr. for (Utah) intrastate inequity adjustments
9/54	5 cents	Addit. 2.44¢ per hr. co. payment to contributory hospital and-surgical plan; increased shift differentials
8/55	10 cents general increase, plus ½-cent increase on job increments	Revised pension plan providing $1.75 per mo. per yr. of service, exclusive of social security
7/56	10 cents general increase	Revised pension plan providing $2.25 per mo. per yr. of service effective 7/57; hospital & surgical benefit for pensioners; increased disability pension; revised insurance
7/57	7-cent deferred increase	Revised pensions negotiated 7/56
7/58	7-cent deferred increase	
12/59	7¢ per hr. general increase, plus 1.5¢ avg. on increments between job clarsifications	Addit. amt. toward reduction of Southwest area wage differentials in Ariz. & New Mexico; 7th pd. hol.; 2½ time for hols. worked; doubletime after 12 hrs.; jury duty pay; addit. health & welfare benefits including increased hospital room allowance & increased health coverage for dependents; severance pay of $100 for each yr. service for workers laid off because of changes in methods, machinery or processes
7/60	7¢ per hr. general increase, plus 1.5¢ avg. on increments between job classifications	

18:37

1950

Early in the year, Sinclair and CIO's Oil Workers agreed to revise their existing contributory, voluntary pension plan. Based on the new amendments to the Federal Social Security Law, the revised plan provided a minimum of $125 per month, including social security, for employees at age 65 after 20 years' service.

Fifth-round pattern for the industry was established when Texas, Pan American and Standard Oil granted increases averaging six percent—most agreements provided a 10-cent minimum increase. In November, Sinclair settled for a similar increase although the company's contract provided for no wage increases until mid-1951. On the West Coast, Shell Oil also agreed with CIO's Oil Workers for a 6% increase—with a minimum of $17 per month.

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18:38b-c

Wage Chronology: Oil

The table below lists all wage changes and major fringe items negotiated by Sinclair Companies and Oil, Chemical & Atomic Workers since the end of World War II.

Date	Wage Increase	Fringe Items
4/51	3.7 percent (7½-cent average); escalator clause	
7/51		5-cent and 7-cent shift differentials; 7th paid holiday; sick pay revised according to length of service up to a maximum of full pay for 7 weeks, half pay for 26 weeks after 20 years.
10/51	1 cent under escalator	
1/52	3 cents under escalator	
4/52	—1 cent decrease under escalator	
4/53	—3-cent decrease in cost-of-living bonus; escalator abolished	
5/52	15 cents, in part retroactive to 1/52	
7/52		Sick pay revised to give 8 weeks with full pay, 26 weeks with half pay, after 10 years; shift differentials applied to non-shift employees; revised holiday pay
9/52		Contributory hospitalization insurance revised

Wage Chronology: Oil—Contd.

Date	Wage Increase	Fringe Items
7/53		Savings Plan: Company to contribute ½ of the amount of employee's savings which are limited to 5% of monthly base pay.
8/53	4% (averages about 9 cents)	
7/55	10 cents per hour retroactive to 3/55	Revised pensions and insurance
2/56	6% (15 cent per hour min.)	Increased shift differentials; 3 weeks vacation after 10 years service; 8th paid holiday; revised benefits under employee savings plan.
6/57	6% (5% retroactive to 4/57, 1% retroactive to 5/57; 16-cent avg.)	Revised insurance; 2½ time for holiday work; 4 wks. vac. after 20 yrs.
1/59	5% (13.5¢ per hr. avg.)	
12/60	14¢ per hr.	

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18-42f-42g

Wage Chronology: Rubber

The table below lists all wage changes and major fringe items negotiated by B. F. Goodrich and Rubber Workers since the end of World War II.

Date	Wage Increase	Fringe Items
*	* * * *	* * * *
8/51	13 cents	
8/52	10 cents	Double time for holidays worked plus straight holiday pay
8/53	4.6 cents (1.7 to 7.6 cents in different plants)	Noncontributory hospitalization, life hospital-medical and surgical insurance, sickness & accident benefits, reduction in vacation service requirement
8/54	6¢ general increase (addit. 1½ to 3¢ for geographical differentials)	
6/55		Pension plan made noncontributory, provides $1.80 mo/yr up to 30 years, exclusive of social security; pensions above minimum computed on basis of 1/12th of 1 percent of total less ½ social security; $10 minimum disability after 15 years; vesting rights; revised ins.
9/55	12¢; addit. 8¢ for craft and maintenance classifications; plus 1.0¢ to be applied locally 6.2 cents	7th paid holiday; 2 weeks and 3 days vacation (5% of gross earnings) for employees with 11 to 15 yrs.; supplemental jury pay
7/56		Supplemental unemployment benefit plan
4/57		6 cent minimum night shift differential; 3 weeks' vacation after 11 years, 4 weeks after 23 years; 2 weeks' supplemental military reserve pay; paid grievance time

Wage Chronology: Rubber—Contd.

Date	Wage Increases	Fringe Items
7/57	14½¢ cents for general increases & intraplant inequity adjustments; additional ½ cent allotted to cost of 4/57 shift differential adjustment	
7/58	8¢ per hour general increase	
6/59		Revised pension and insurance agreement running for 3 years providing $2.40 per mo. for each year of service prior to 1/1/59, $2.50 thereafter, $2.25 for past retirees, with early retirement at age 55 after 25 years, vesting at age 40 after 10 years; revised insurance; revised SUB plan providing 65% of take-home pay for up to 39 weeks in states where UC extends that long, with $30 (was $25) per week maximum.
8/59	10¢ per hr. general increase	
7/60	9½¢ per hr. general increase, plus 4¢ & 5¢ for skilled & other workers	

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18:48-48a

1950

At the end of November, U.S. Steel settled—for the fifth time since VJ Day—with CIO's Steelworkers; general increase was 12½ cents plus a further increase of ½ cent in the increment between job classes. Average increase was about 16 cents per hour—but the over-all percentage figure, including the compounding effect of the increase in the cost of fringe items, amounted to about 11 percent. In addition, Southern mill employees received 4½ cents, cutting the North-South differential to 10 cents an hour. An extra 8½ cents was set aside for a job classification program for iron-ore miners in Minnesota who received a 12½-cent general increase. Negotiations were limited to economic issues only and no action was taken on revising the pension plan to provide higher minimum payments as in auto and other industries. By the end of the year all major steel companies, including Bethlehem, Republic, Jones & Laughlin and Inland, had settled on almost identical terms.

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Wage Chronology: U. S. Steel

The table below lists all general wage changes and major fringe items negotiated by U.S. Steel and the Steelworkers since the end of World War II.

Date	Wage Increase	Additional Fringe Items
* * * *	* * * *	* * * *
7/52	16 cents average increase (12½ cents across the board, plus job rate adjustments up to 15½ cents; total job spread now 5½ cents)	North-South differential of 10 cents cut in half. Shift differentials increased from 4¢ and 6¢ to 6¢ and 9¢. Six paid holidays; double time if worked. Service for 3-week vacation cut from 25 to 15 years
6/53	8½ cents	5-cent North-South differential eliminated in 2 steps, 2½ cents on 1/54, 2½ cents on 7/54; other area differentials eliminated or reduced; pension & insurance revisions to be studied
7/54	5 cents	Employee & Co. contribution to insurance plan each increased 2¢ per hr. (9¢ total); joint group to study revision of insurance benefits; pension plan revised to provide $140 min. pension (including social security) after 30 yrs. eff. 11/4/54 (formerly $100 min. after 25 yrs.) $110 min. after 15 yrs. (formerly $60), flat Social Security deductions set at present level of $85 per mo.; $75 per mo. disability pension (formerly $50); Co. to discontinue charging administration costs against insurance plan
7/55	11½ cent minimum increase, plus ½ cent on job rate adjustments (total spread now 6 cents); 27-cent maximum	
7/56	7½ cents plus 0.3 cent on increments between job classifications (union est. 10½ cents [illegible]ase in earnings); escalator clau[illegible]ided.	Supplemental unemployment benefit plan; revised pensions & insurance; premium pay for Sunday; 7th pd. holiday; supplemental jury duty pay; revised overtime rate for holiday work; revised vacation pay
1/57	3 cents under escalator	
7/57	4 cents under escalator	
7/57	7 cents plus 0.2 cent on job increments (9.1 cents avg.) deferred increase	
1/58	5 cents under escalator	
7/58	7 cents plus 0.2 cent on job increments (9.1 cents avg.) deferred increase	
7/58	4 cents under escalator	
1/59	1 cent under escalator	

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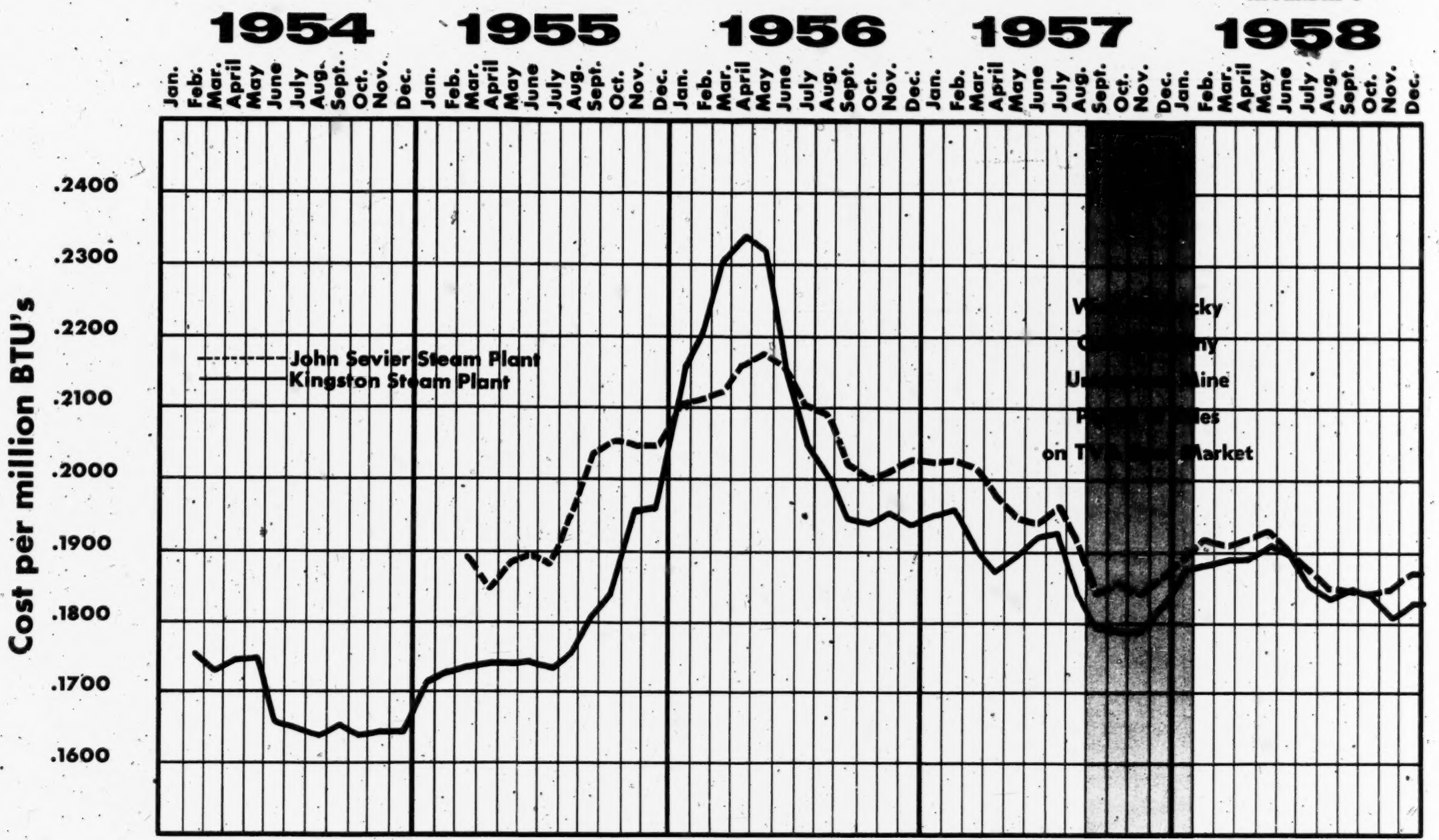
APPENDIX C



TVA SPOT COAL PRICES, 1954 - 1958 ★

Kingston Steam Plant - John Sevier Steam Plant

★ Source: Exhibits 102 (1655a) and 107 (1639a).